

EXHIBIT C

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
SOUTHERN DIVISION
HON. DAVID KEYZER, ARBITRATOR
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ENTROPIC COMMUNICATIONS,
LLC,

Plaintiff,

VS.

DISH NETWORK CORPORATION,
et al.,

Defendants.

ENTROPIC COMMUNICATIONS,
LLC,

Plaintiff,

VS.

COX COMMUNICATIONS, INC.,
et al.,

Defendants.

REPORTER'S TRANSCRIPT OF PROCEEDINGS

Reported By: B. Suzanne Hull
Official Court Reporter

<p>Page 2</p> <p>1 APPEARANCES</p> <p>2</p> <p>3</p> <p>4 The Arbitrator: Law Office of David Keyzer, P.C.</p> <p>5 By MR. DAVID M. KEYZER Attorney at Law 5170 Golden Foothill Parkway El Dorado Hills, California 95762 (916) 243-5259 david@keyzerlaw.com</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11 For Plaintiff: K&L Gates By MS. KATHERINE L. ALLOR Attorney at Law 70 West Madison Street Suite 3300 Chicago, Illinois 60602 (312) 807-4325 katy.allor@klgates.com</p> <p>12</p> <p>13</p> <p>14</p> <p>15 - and - By MS. CHRISTINA N. GOODRICH MS. CASSIDY T. YOUNG Attorneys at Law 10100 Santa Monica Boulevard Eighth Floor Los Angeles, California 90067 (310) 552-5547 (310) 552-5058 christina.goodrich@klgates.com cassidy.young@klgates.com</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p>Page 4</p> <p>1 SESSIONS</p> <p>2 PAGE</p> <p>3 FRIDAY, NOVEMBER 3, 2023</p> <p>4 AFTERNOON SESSION</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>
<p>Page 3</p> <p>1 APPEARANCES (Continued)</p> <p>2</p> <p>3</p> <p>4 For Defendants: Winston & Strawn, LLP By MR. KRISHNAN PADMANABHAN Attorney at Law 200 Park Avenue New York, New York 10166 (212) 294-3564 kpadmanabhan@winston.com</p> <p>5</p> <p>6</p> <p>7</p> <p>8 - and - By MS. SARANYA RAGHAVAN Attorney at Law 35 West Wacker Drive Chicago, Illinois 60601 (312) 558-7574 sraghavan@winston.com</p> <p>9</p> <p>10</p> <p>11 - and - By MS. CLAIRE E. DIAL Attorney at Law 800 Capitol Street Suite 2400 Houston, Texas 77002 (713) 651-2795 cdial@winston.com</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	<p>Page 5</p> <p>1 ZOOM VIDEOCONFERENCE; FRIDAY, NOVEMBER 3, 2023</p> <p>2 AFTERNOON SESSION, 12:37 P.M.</p> <p>3 HON. DAVID KEYZER, SPECIAL MASTER</p> <p>4 --o0o--</p> <p>5</p> <p>6 SPECIAL MASTER KEYZER: Okay. All right.</p> <p>7 We are now on the record.</p> <p>8 We are here for a discovery hearing in lead</p> <p>9 Civil Actions Number 2:23-cv-01043 and 2:23-cv-01049</p> <p>10 in the Central District of California. Today's</p> <p>11 hearing involves plaintiff, Entropic Communications,</p> <p>12 LLC, and Defendants Comcast Corporation;</p> <p>13 Comcast Cable Communications, LLC; and Comcast Cable</p> <p>14 Communications Management, LLC.</p> <p>15 This hearing is being conducted by video</p> <p>16 conference in accordance with Local Rule 83-6. Any</p> <p>17 audio or video recording of this hearing is</p> <p>18 prohibited, except for purposes allowed for by the</p> <p>19 local rule, such as by the reporter for purposes of</p> <p>20 creating a transcript of this hearing.</p> <p>21 My name is David Keyzer.</p> <p>22 Presiding Judge John W. Holcomb entered</p> <p>23 orders on July 5, 2023, appointing me to serve as</p> <p>24 a special master in these cases.</p> <p>25 The parties have presented me with discovery</p>

<p style="text-align: right;">Page 10</p> <p>1 So my understanding is that the court 2 entered a scheduling order or, perhaps more 3 accurately, an order setting the scheduling 4 conference, and that order had in it some discussion 5 of discovery. I want to get the plaintiff's 6 perspective on when discovery opened and -- and if 7 you can help me with the timing of -- of the -- the 8 opening of discovery and the timing of your requests 9 and the responses thereto. 10 MS. GOODRICH: Sure. 11 And so the parties held their Rule 26 12 conference of counsel on June 23rd, I believe. And 13 then we met and conferred regarding the joint Rule 26 14 report, which was filed with the court. I don't have 15 that date handy, but I can certainly look that up. 16 In that report the parties had discussed 17 proposed limits on discovery. The parties had agreed 18 on some and disagreed on others. 19 And, in fact, I believe you may recall, as 20 I believe you attended that hearing where the 21 scheduling conference came at the tail end of the 22 motion to dismiss on Comcast's motion, as well as 23 a number of other motions. 24 Judge Holcomb did decline to make a ruling 25 as to the disputed discovery limits, and so with</p>	<p style="text-align: right;">Page 12</p> <p>1 I will make clear that a license covenant not to sue 2 does not deprive a court of subject matter 3 jurisdiction in a case of -- where the patentholder 4 is asserting patent infringement because there, of 5 course, is a case of controversy in such situations. 6 I don't want to get into a deep dive on the 7 motion to dismiss and reargue everything that has 8 been argued, but I am happy to answer any questions 9 as it relates to this discovery. 10 But suffice it to say that without an order 11 from Judge Holcomb on that motion to dismiss and 12 having had Judge Holcomb expressly state during the 13 hearing that his tentative decision to grant with 14 leave to amend that motion is just a tentative, and 15 without a decision, there is no reason to limit 16 discovery. And, frankly, even if Judge Holcomb were 17 to adopt that tentative, we would still be entitled 18 to the discovery because, again, it goes to our 19 claims and Comcast's defenses, which include its 20 defense that the covenant not to sue in the vendor 21 services agreement and Comcast's view of the 22 interpretation and the breadth of that covenant are 23 directly relevant to Comcast's defense. 24 So I'll pause there and see if you have any 25 questions.</p>
<p style="text-align: right;">Page 11</p> <p>1 respect to those limits, there is still an open 2 question. I don't know if that was one of the issues 3 that you sought clarity on, but that is the initial 4 timing of when we believe discovery opened. 5 And then with respect to our service of 6 discovery, we had served requests for production on 7 July 26th, and -- and then everything else, kind of, 8 fell in line after that in terms of the responses. 9 Does that -- do you have any other questions 10 or does that adequately address -- 11 SPECIAL MASTER KEYZER: That is helpful. 12 Go ahead. 13 MS. GOODRICH: Okay. So, again, our 14 position is consistent with Judge Holcomb's position, 15 which is that discovery is open for all purposes. 16 And the discovery at issue here is directly tied to 17 Entropic's claims and Comcast's defenses. 18 Now, admittedly the parties disagree as to 19 how to frame Comcast's assertion of the VSA in 20 response to Entropic's claims. Entropic believes 21 that it is a defense. And this was an issue that was 22 briefed in connection with the motion to dismiss and 23 supplemental briefing, and it was discussed during 24 oral argument. 25 Prevailing authority, binding authority</p>	<p style="text-align: right;">Page 13</p> <p>1 SPECIAL MASTER KEYZER: Thank you. 2 And I did attend the hearing, and I'm 3 familiar with the issues. I have also taken another 4 look at the tentative order. And I have checked the 5 docket recently and, as far as I know, the court has 6 not entered any orders. 7 So is my understanding correct that that 8 motion is still pending, as it was the day that we 9 all were in court and argued? Is that correct? 10 MS. GOODRICH: Yes. That is correct. 11 SPECIAL MASTER KEYZER: Okay. All right. 12 So I think I have a good understanding of that issue. 13 MS. GOODRICH: And so the requests that we 14 noted in our letter that directly relate to the VSA 15 and the willfulness are all tied up in Comcast's 16 objection and refusal to produce on the grounds of 17 that tentative and its position that this is 18 a fishing expedition and it is improper. 19 Again, even if the tentative were adopted, 20 which it has not been, we would be entitled to leave 21 to amend, which the Judge made clear. And at the 22 very least, our initial complaint could be used as 23 evidence of willfulness; so it is a long way of 24 saying that willfulness is not going away. 25 And I suspect Comcast will argue the VSA is</p>

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1 STATE OF CALIFORNIA)

) ss:

2 COUNTY OF KERN)

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4 I, B. Suzanne Hull, CSR No. 13495, Official

5 Court Reporter of the Superior Court of the State of

6 California, County of Kern, do hereby certify that

7 the foregoing transcript in the matter of

8 ENTROPIC COMMUNICATIONS, LLC v DISH NETWORK

9 CORPORATION, et al., Case Nos. 2:23-cv-01043-JWH-KES

10 and 2:23-cv-01049-JWH-KES, NOVEMBER 3, 2023,

11 consisting of pages numbered 1 through 98, inclusive,

12 is a complete, true, and correct transcription of the

13 stenographic notes as taken by me in the

14 above-entitled matter.

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17 Dated this 3rd day of November, 2023.

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21

B. SUZANNE HULL, CSR No. 13495

Official Court Reporter

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